

12/18/09

**MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES  
DEPARTMENT OF EDUCATION AND VENCORPS**

This MEMORANDUM OF UNDERSTANDING is entered into by and between the United States Department of Education (the Department) and VenCorps LLC (VenCorps) a Member Firm of Spencer Trask Collaborative Innovations LLC (hereinafter collectively referred to as “the Parties”) for the purpose of developing and implementing a web portal to facilitate innovative ideas in the education sector.

WHEREAS, the Executive Office of the President of the United States seeks to foster a culture of public and private sector partnerships to enhance the Nation’s capacity to provide high-quality education.

WHEREAS, the Secretary of the United States Department of Education is committed to using technology to help spur innovation in the education sector, thereby increasing opportunities for students to benefit from Federal education programs.

WHEREAS, VenCorps through the STCI Foundation, a duly formed 501 (c) 3 organization, has specifically created the VenCorps.org platform for all governments, not-for – profits and NGO’s that is dedicated to discovering and growing cost-efficient solutions with world-changing ideas.

WHEREAS, VenCorps through its VenCorps.org platform seeks to enhance the education sector by enabling the sector to utilize its technology and know how to solve issues of national need.

WHEREAS, the Department of Education is a duly formed United States executive department, established pursuant to Section 201 of the Department of Education Organization Act, as amended, (20 U.S.C. § 3411) to promote educational excellence throughout the Nation, and is authorized to enter into this agreement under 20 U.S.C. § 3475;

Now, THEREFORE, the Parties enter into the following Memorandum of Understanding (“Memorandum”) for the purpose of defining their roles and responsibilities.

1. The Department acknowledges and agrees to establish the “*Open Innovation Web Portal Partnership*” (hereinafter “the Partnership”), a collaborative effort to encourage innovation and knowledge sharing. The Department believes that the use of open source technology will be an effective tool to help identify innovative ideas from the general public and organizations interested in education matters. These ideas, and possible solutions to key

challenges, have the potential to significantly improve student attainment and achievement, educator effectiveness and satisfaction, and system productivity, as well as enhance the context for ongoing innovation in the education sector. The goal of the Partnership is to launch a web portal that will serve as a national forum within which entrepreneurs, education stakeholders, the general public, funders, and organizations interested in education can partner to develop, implement, and fund and share innovative ideas in the education sector.

As a party to this Memorandum, the Department will primarily: 1) collaborate with VenCorps on the design, development, monitoring, and testing of the portal website; 2) collaborate with VenCorps on the development of policies and procedures designed to facilitate use of the portal by the education sector; 3) provide expertise and advice to VenCorps related to the needs of the education sector; and 4) collaborate on other activities as appropriate to fulfill the purpose of this Partnership, as agreed by the Parties. Notwithstanding anything herein to the contrary, the Department shall have final approval over whether the web portal meets the Department's standards and needs. If further alterations to the portal are needed to meet Department standards or needs, including applicable Federal requirements, VenCorps agrees to take appropriate steps to provide the alterations as expeditiously as possible.

As a party to this Memorandum, VenCorps will, in consultation with the Department: 1) develop, or make available through the Department, a web portal to facilitate engagement between foundations, individuals, and schools; 2) identify the necessary software, databases, intellectual property, hardware capacities, security, and other equipment necessary to host the web portal for the entire span of the partnership; 3) provide ongoing technical support and appropriate customization of the web portal for the user community and the Department; 4) develop and provide operational procedures and offer training and orientation sessions for Department employees concerning web 2.0 technology; and 5) collaborate on other activities as appropriate to fulfill the purpose of this Partnership, as agreed by the Parties.

The overall use and maintenance of the portal will be consistent with the "Amendment to VenCorps Facilitator Agreement Applicable to Government User/Member." *See* attached addendum A.

2. Each Party shall be responsible for its own costs associated with its participation in this Partnership. Nothing in this Memorandum constitutes an obligation of Federal funds, nor does this Memorandum give rise to a legally cognizable partnership or joint venture. Each Party agrees that it will not create any expenses chargeable to the other Party. Further, this Memorandum does not contemplate that VenCorps shall become a Department of Education contractor or assume reporting obligations as a grant recipient.

3. The Parties agree to comply with the guidance contained in "Public Private Partnerships at the U.S. Department of Education," prepared by the Department's Office of the General Counsel, Ethics Division, November 2008.

4. If VenCorps solicits funds for activities associated with the Partnership, it shall do so only on behalf of itself. VenCorps may identify the Partnership or the Federal government in a fundraising solicitation only after obtaining prior written consent from the Department's

authorized official. Fundraising from manufacturers of tobacco products, firearms, or alcoholic beverages for activities associated with the Partnership is prohibited. Acknowledgment of a contributor does not constitute an endorsement by the Department.

5. The Parties agree that this Memorandum does not preclude other organizations from proposing similar educational activities or partnerships or from entering into an agreement with respect thereto with the Department. A new organization or entity may become a Partner upon being nominated and approved by the Parties. The new Partner shall submit to the Parties an assurance that it will comply with the terms of this Memorandum.

6. VenCorps shall obtain prior written consent from the Department for all Partnership-related materials that it distributes and any website hyperlinks directing viewers to the Department's website. Prior written consent must be obtained at least 14 days prior to the proposed distribution or posting date. The Parties will develop press releases and other public information materials relating to Partnership activities jointly to the maximum extent feasible.

7. A Party may not use the official seal of, or logos associated with, the other Party in any manner without the written consent of the Department's authorized official. Prior consent must be obtained at least 14 days before materials and publications are to be published and distributed.

8. Except as is expressly provided in this Memorandum, no right, property, license, permission, or interest of any kind in, or use of, any trademark, trade name, logo, insignia, or device owned by either Party is, or is intended to be given or transferred to, or acquired by, either Party by the execution, performance, or non-performance of this Memorandum, or any part thereof.

9. This Memorandum is not intended to, and does not create, any right, benefit, or responsibility, substantive or procedural, enforceable at law or equity against any Party, its agencies or instrumentalities, its officers or employees, or any other person.

10. For purposes of this Memorandum, "written consent" includes consent that the Department's authorized official provides by electronic mail.

11. This Memorandum constitutes the entire understanding of the Parties with respect to their individual and collective roles and responsibilities in carrying out the terms of this Memorandum, and supersedes any prior or contemporaneous agreements or understandings. It may be amended only by a written agreement signed by both Parties.

12. A Party may terminate its participation in this Memorandum of Understanding for any reason by providing 30 days' written notice of such intent to terminate to the authorized official of the other Party. If there is a breach of the Memorandum or the attachment, the Agreement may be terminated at the Department's convenience.

13. This Memorandum may be executed in any number of counterparts, each of which is deemed an original and which together shall be deemed one and the same Memorandum.

Signatures of the authorized officials named below transmitted by facsimile shall be deemed original signatures to this Memorandum.

14. The following are the authorized officials for each Party: Michael J Turillo Jr. for VenCorps; and \_\_\_\_\_ for the Department.

15. This Memorandum shall be effective for a period of two years from the date of the last signature. This Memorandum may be extended for a further period by a written agreement signed by the authorized officials of both Parties.

16. The individuals whose signatures appear below attest to having the authority to enter into this Memorandum of Understanding on behalf of the Parties to this Memorandum and agree that this Memorandum shall become effective upon the date of the last signature.

**For the U.S. Department of Education:**

**For VenCorps LLC:**

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U.S. Department of Education

Date: \_\_\_\_\_

VenCorps LLC

Date: \_\_\_\_\_